

20616

OCT 07 2014

## EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A70-5-041137		2. Date prepared: 9/19/2014	
<b>3. CONTRACTS &amp; LEASES</b>			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
<b>FISCAL INFORMATION</b>			
4. Account Number: 61910-30500.571513		5. Account Name: ISDH DHHS Fund	
6. Total amount this action: \$1,000,000.00		7. New contract total: 1,000,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2015 \$1,000,000.00			
Year \$			
Year \$			
Year \$			
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 10/1/2014		12. To (month, day, year): 9/30/2015	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify) <input checked="" type="checkbox"/> Special Procurement			
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-34-1-1			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) This program brings resources to the existing pregnancy centers, adoption agencies, maternity homes, and social service agencies in Indiana so more women can be served and fewer abortions chosen, which aligns with Indiana Code 16-34-1-1 to promote childbirth rather than abortion.			
38. Justification of vendor selection and determination of price reasonableness: Real Alternatives is a nationally-recognized program, based out of Pennsylvania, and is the only agency providing these services.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Josel J. J. J.</i>		41. Date Approved 9/30/14	
44. Attorney General's Office approval <i>suq</i>		45. Date Approved 10/9/14	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 10/9/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

81864-000

# REQUISITION

Ship To: State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

Bill to: State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
0000026841	09/29/2014		1 of 1
Fund/Account:	61910 / 571513		
Dept Number:	195069		
Project Number:	400TNFAD_100F15		
Requisition Number:	0000026841		
Requestor:	GALLEN Allen, Gary-400		
Agency Number:	00400 Department of Health		
Facility:			

## MUST COMPLETE FOR ICPR

☐ Print REQ  
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
Real Alternatives is a nationally-recognized program, based out of Pennsylvania, and is the only agency providing these services.						
1-1		personal salary A70-5-041137	1.0000	LO	133,590.0000	133,590.00
	Vendor:	0000318783 REAL ALTERNATIVES				
	Contract period 10/1/14-9/30/15					
2-1		fringe benefits	1.0000	LO	32,555.0000	32,555.00
	Vendor:	0000318783 REAL ALTERNATIVES				
3-1		travel	1.0000	LO	7,775.0000	7,775.00
	Vendor:	0000318783 REAL ALTERNATIVES				
4-1		supplies	1.0000	LO	82,380.0000	82,380.00
	Vendor:	0000318783 REAL ALTERNATIVES				
5-1		contracts	1.0000	LO	694,110.0000	694,110.00
	Vendor:	0000318783 REAL ALTERNATIVES				
6-1		other	1.0000	LO	49,590.0000	49,590.00
	Vendor:	0000318783 REAL ALTERNATIVES				

The following UN/CEFACT Unit of Measure  
Common Codes are used in this document:  
LO Lot

Requisition Total \$ 1,000,000.00

Requestor Signature	I certify that the item[s] requested is [are] necessary for the operation of this State Agency.	
	Printed Name of Agency Head or Authorized Employee	Authorized Signature

**PROFESSIONAL SERVICES CONTRACT**  
**EDS# A70-5-041137 (TANF)**

This Contract ("this Contract"), entered into by and between the **Indiana State Department of Health** (the "State") and **Real Alternatives** (the "Contractor") is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.**

The Contractor shall provide administrative services for the Indiana Pregnancy and Parenting Support Program. The primary purpose of the Indiana Pregnancy and Parenting Support Services Program is to provide core services consisting of information, education, and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting. This project is described fully in **Attachments A and D**, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract.

**2. Consideration.**

The Contractor will be paid using the rate(s) set out in **Attachment B** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$1,000,000.00**.

**3. Term.**

This Contract shall commence on upon execution of this contract and shall remain in effect through **September 30, 2015**.

**4. Access to Records.**

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designees.

The parties understand and agree that any documents, papers, and records deliverable under this grant agreement do not include the Real Alternatives Program and Instructional Design (RAPID) System. RAPID includes the following copyrighted, trade secret and proprietary materials and information: all software, documents, forms, checklists, staff training materials, services provider materials, billing systems, and program management tools designed to administer the Indiana Pregnancy and Parenting Support Program, including procedures, reports, and accounting manuals. It is further agreed and understood that the RAPID System materials are specifically not included in the agreement's Scope or Statement of Work. The RAPID system includes copyrighted, trade secret and proprietary information and material which belongs to and shall remain the exclusive property of Real Alternatives.



**5. Assignment; Successors.**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**6. Assignment of Antitrust Claims.**

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.**

The State considers the Contractor to be a "vendor" for purposes of this Contract. However, if required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested, annually and following the expiration of this Contract the Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. The Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

**8. Authority to Bind Contractor.**

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.**

The Contractor shall not commence any additional work or change the scope of the work until

authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work



activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

- (1) The Contractor and any principals of the Contractor certify that:
  - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
    - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
    - (ii) IC §24-5-12 [Telephone Solicitations]; or
    - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) the Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
  - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

I. As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

#### **11. Condition of Payment.**

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

#### **12. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State. The Contractor may discuss non-confidential information with third parties without the prior written consent of the State, including sharing the non-confidential information in a press release.

The parties acknowledge that the services to be performed by Contractor for the State under

this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

**13. Continuity of Services - Deleted.**

**14. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.
- C. The undersigned also certifies that it and its principals:
  - 1. have not within a three year-period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 2. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
  - 3. have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

**15. Default by State.**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.



**16. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**17. Drug-Free Workplace Certification.**

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not



limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.**

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors who perform work under this Contract to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option - Deleted.**

**20. Force Majeure.**

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.**

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.**

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.**

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or



obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

**24. Indemnification.**

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.**

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. Information Technology Enterprise Architecture Requirements.**

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC §4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

**27. Insurance.**

The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

- A. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate liability coverage unless additional coverage is

required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

1. Automobile liability with minimum liability limits of \$1,000,000 per occurrence and \$2,000,000 aggregate liability coverage. The State is to be named as an additional insured on a primary, non-contributory basis.

2. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. **Key Person(s) - Deleted.**

29. **Licensing Standards.**

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.



**30. Merger & Modification.**

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

**31. Minority and Women's Business Enterprises Compliance - Deleted.**

**32. Nondiscrimination.**

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

**33. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

**A. Notices to the State shall be sent to:**

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

**B. Notices to the Contractor shall be sent to:**

Real Alternatives  
ATTN: Kevin I. Bagatta  
7810 Allentown Blvd. Ste 304  
Harrisburg, PA 17112

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**34. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) Contractors Work Plan, attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**35. Ownership of Documents and Materials - Deleted.**

**36. Payments.**

- A. All payments shall be made of terms of net zero and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.
- C. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

**37. Penalties/Interest/Attorney's Fees.**

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, and IC §34-13-1.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**38. Progress Reports.**

- A. The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.
- B. The failure to provide progress reports as requested by the State is considered a material breach of the Contract and shall entitle the State to impose sanctions against the Contractor. Sanctions may include, but are not limited to, suspension of all Contract payments, and/or suspension of the Contractor's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in **Attachments A and D** of this Contract.



**39. Public Record.**

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**40. Renewal Option.**

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

**41. Severability.**

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**42. Substantial Performance.**

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**43. Taxes.**

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**44. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**45. Termination for Default.**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;

2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;

3. Make progress so as to endanger performance of this Contract; or

4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**46. Travel.**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests, not including travel to Michigan or Pennsylvania, must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

**47. Indiana Veteran's Business Enterprise Compliance - Deleted.**

**48. Waiver of Rights.**

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied



with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. Amendments.**

No alteration or variation of the terms in this Contract shall be valid unless made in writing and signed by all the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories, which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

**51. Federal and State Third-Party Contract Provisions.**

If part of this Contract involves the payment of federal funds, the Contractor and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as **Attachment C** and incorporated fully herein.

**52. Remedies Not Impaired.**

No delay or omission of the State in exercising any right or remedy available under this Contract shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

**53. State Boilerplate Affirmation Clause.**

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2013 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Access to Records  
Amendments  
Audits  
Consideration  
Continuity of Services - Deleted  
Debarment and Suspension  
Employment Option - Deleted  
Federal and State Third-Party Contract Provisions  
HIPAA Compliance  
Indiana Veteran's Business Enterprise Compliance - Deleted  
Insurance  
Key Person(s) - Deleted  
Minority and Women's Business Enterprises Compliance - Deleted  
Order of Precedence; Incorporation by Reference  
Ownership of Documents and Materials - Deleted  
Payments  
Progress Reports  
Remedies Not Impaired  
Travel

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof.

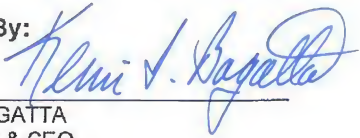
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**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.**



In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

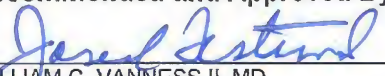
Accepted By:

  
\_\_\_\_\_  
KEVIN I. BAGATTA  
PRESIDENT & CEO  
REAL ALTERNATIVES

DATE:

9-26-2014

Recommended and Approved By:

  
\_\_\_\_\_  
WILLIAM C. VANNESS II, MD  
STATE HEALTH COMMISSIONER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

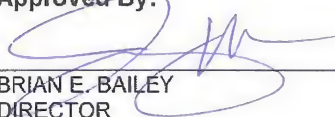
9/30/14

Approved By:

N/A  
\_\_\_\_\_  
(for)  
PAUL BALTZELL  
CHIEF INFORMATION OFFICER  
INDIANA OFFICE OF TECHNOLOGY

DATE:

Approved By:

  
\_\_\_\_\_  
(for)  
BRIAN E. BAILEY  
DIRECTOR  
STATE BUDGET AGENCY

DATE:


10/9/14

Recommended By:

N/A  
\_\_\_\_\_  
CHRIS MICKENS  
CHIEF INFORMATION OFFICER  
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

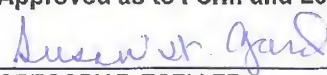
Approved By:

  
\_\_\_\_\_  
(for)  
JESSICA ROBERTSON  
COMMISSIONER  
INDIANA DEPARTMENT OF ADMINISTRATION

DATE:

10/1/14

Approved as to Form and Legality:

  
\_\_\_\_\_  
(for)  
GREGORY F. ZOELLER  
ATTORNEY GENERAL  
OFFICE OF THE ATTORNEY GENERAL

DATE:

10/9/14

## ATTACHMENT A: Scope of Work

A70-5-041137

### Indiana Pregnancy and Parenting Support Services Program

#### *Program Background*

Women in unexpected pregnancies often choose abortion out of a sense of isolation and hopelessness. Even before the Roe v. Wade U.S. Supreme Court decision, pregnancy support centers, adoption agencies, maternity homes and social service agencies in Indiana have reached out to support women in crisis pregnancies so they do not feel they have no choice but to abort their child. The primary means of support for these women are counseling and mentoring services. This program brings resources to the existing pregnancy centers, adoption agencies, maternity homes, and social service agencies in Indiana so more women can be served and fewer abortions chosen, which aligns with Indiana Code 16-34-1-1 to promote childbirth rather than abortion.

#### *Program Objectives*

1. Assist pregnant women in Indiana to maintain pregnancy and achieve positive healthy pregnancy outcomes through provision of pregnancy support services and referrals to care.
  - a. Provide compassionate, caring and free services through approved life-affirming pregnancy support centers, social service agencies, maternity homes and adoption agencies
  - b. An evaluation of the client's needs is made by the counselor during the counseling sessions.
  - c. Provide pregnancy and parenting support services support utilizing trained crisis intervention counselors (degreed, non-degreed and volunteers)
  - d. Provide referrals to other available community services to support pregnant woman who are experiencing unplanned/crisis pregnancies, including referrals for prenatal and pediatric care, medical care, social services, and other supports as required and available.
  - e. Ensure client feedback is obtained to assure client support during crisis and counseling interventions.
2. Assist new Indiana parents to establish positive parenting practices through provision of parenting support services.
  - a. Provide counseling and parenting education and referrals to pediatric care, social services, child care, financial support, housing, education for improving skills or obtaining a GED, job service and vocational training programs
  - b. Provide parenting support utilizing trained counselors (degreed, non-degreed and volunteers)



3. Assist women in Indiana who thought they were experiencing an unplanned/crisis pregnancy, but who are found to be not pregnant.
  - a. Provide information on the risks of sexually transmitted diseases, relationship counseling, decision-making counseling, chastity information, teen pregnancy prevention programs, and other counseling to modify risk-taking behavior
  - b. Provide services to women in this category utilizing trained counselors (degreed, non-degreed and volunteers)
4. Serve approximately 3,000 women and parents of infants at approximately 9,000 visits.
5. Have Service Providers establish and maintain referral lists to life-affirming Indiana public and nonprofit organizations providing care to mothers and infants to assure ongoing care and services.
  - a. Each Service Provider Organization must have the appropriate referral resources to serve clients with essential and beneficial referrals including:
    - i. Referrals for prenatal and pediatric care.
    - ii. Referrals for medical care.
    - iii. Referrals for social services organizations and support services such as:
      - i. WIC, or other nutrition programs; local health department; adoption agencies; child care; financial support; housing; education for improving skills or obtaining a GED; job service and vocational training programs; or transportation services as needed.
  - b. Service Provider Organizations are responsible to assure that referral sources are pro-life and continue to be pro-life.
  - c. Service Provider Organizations are responsible to evaluate referral organizations to assure they comply with client service needs.
  - d. Information concerning referral resources will be obtained at each site Monitoring.
6. Assure that program vendor Service Providers:
  - a. Are a nonprofit organization with 501(c)3 tax exempt status
  - b. Operate an alternatives to abortion program that has a stated policy of actively promoting childbirth instead of abortion
  - c. Maintain a pro-life mission and agree not to promote, refer, or counsel abortion as an option to a crisis or unplanned pregnancy
  - d. Are physically and financially separate from any entity that advocates, performs, counsels, or refers for abortion
  - e. Understand that the funding for pregnancy and parenting support services under this program does not include funding for the provision, referral, or advocacy of contraceptive services, drugs, or devices
  - f. Provide core services consisting of information and counseling that promotes childbirth instead of abortion, and assists pregnant women in their decision regarding adoption or parenting
  - g. Are nondiscriminatory

- h. Agree not to promote the teaching or philosophy of any religion or religious organization while providing program services to the client
  - i. Have been in operation a minimum of one year providing core services to women in a crisis pregnancy
  - j. Provide abstinence education as the best and only method of avoiding unplanned pregnancies and sexually transmitted infections
  - k. Agree to serve all eligible clients, including those with Limited English Proficiency
  - l. Will annually verify that all staff and volunteers have current Indiana State Police and Child Abuse background check clearances
  - m. Maintain client confidentiality
  - n. Will submit their counselor training materials, and policies and procedures manual for review
  - o. Do not charge a fee for services to eligible clients.
  - p. Provide handicapped accessible services.
7. Assure Service Provider compliance with program policies and objectives, including:
- a. Initial and annual site monitoring of Service Provider sites performed as described in the program description entitled: Indiana Pregnancy and Parenting Support Services Program, Fiscal Year 2014/2015
  - b. Assure accurate record-keeping of client eligibility
  - c. Assure accurate submission of billing forms
  - d. Assure all services are provided in a respectful and non-judgmental manner
    - i. Assure all services are provided to eligible clients with limited English, hearing or visual capabilities
    - ii. Assure all services are provided with appropriate cultural sensitivities
  - e. Assure financial accountability through program site monitoring.
  - f. Ongoing quality assurance measures performed as described in the program description entitled: Indiana Pregnancy and Parenting Support Services Program, Fiscal Year 2014/2015 work plan.
  - g. Assure Service Providers know Indiana state personnel may accompany Real Alternatives personnel during site monitorings.
8. Assure compliance with program reporting requirements. Quarterly Reports are to be submitted by 45 days after the end of the quarter. The Quarterly Reports will, at a minimum, provide a total accounting of the following activities of the Service Providers:
- a. Monitoring activities completed;
  - b. Monitoring Report findings for each site monitored and subsequent corrective actions taken;
  - c. Technical assistance provided;
  - d. Follow-up on site monitoring findings for Service Providers;
  - e. Direct service activities such as information/services provided or referrals made;
  - f. Significant Project(s) Status Report(s) including a brief narrative of projects described in the Work Plan, and any other significant projects or activities;
  - g. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by their county of



residence, and their age reported by the following age groups:

1. Less than 16 years old;
  2. 16 years old through 20 years old;
  3. 21 years old through 25 years old;
  4. 26 years old through 30 years old;
  5. 31 years old through 35 years old;
  6. 36 years old through 40 years old;
  7. 41 years old through 45 years old;
  8. 46 years old and older.
- h. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by race, by county, by age (White, African American, Native American, Asian, multi-racial, unknown/not declared)
- i. The number of pregnant women, non-pregnant women and parenting women served (separate reports for each of these three client types), by ethnicity, by county, by age (Hispanic, non-Hispanic)
- j. The number of visits by pregnant women, non-pregnant women and parenting women (separate reports for each of these three client types), by county, by age.
1. Hotline calls from Indiana and number of subsequent referrals to Service Providers
  2. Public Information activities in Indiana
- k. Report number of Service Provider referrals by type:
1. Prenatal care providers
  2. Pediatric care providers
- l. Report of client outcomes
1. Number of clients indicating they are choosing childbirth
  2. Number of clients who visited or are planning to visit a health care provider for prenatal care.
  3. Number of clients who have taken their child to a pediatric appointment.
  4. Number of clients with infants up to date in immunizations.
  5. Number of clients who felt supported at the end of their counseling session.

#### *Additional Conditions*

The grantee agrees to abide by the following additional conditions:

1. Grantee shall abide by the OMB Circular A-122 for non-profit organizations.
2. Grantee shall take appropriate measures to maintain client confidentiality and protect personal health information in accordance with applicable federal and state laws.

3. Grantee shall notify the state in writing of any changes to its location and program services.
4. That acceptance of any services offered under this grant agreement shall be voluntary on the part of the individual to whom such services are offered and that acceptance of any services shall not be a prerequisite to eligibility for the receipt of any other services under the Grant Agreement.
5. The grantee agrees to keep personnel time on all staff being paid partially or totally with grant funds and/or program income for auditing purposes.
6. That any changes in the budget shall be requested in writing to and approved by a duly authorized representative of the state, prior to implementation.
7. That all income generated by grant funds shall be subject to the same requirements as the basic grant monies.
8. To adopt and enforce a no smoking policy in project facilities at all times and all project facilities will be compliant with the Americans with Disabilities Act (ADA).



**Attachment B: Budget**  
**Real Alternatives, Inc. A70-5-041137**  
**Indiana Pregnancy & Support Services Program**  
**October 1, 2014 - September 30, 2015**

Expense Type	Budget Category	Expense Detail	Cost
Administrative	Salary	Accountant	\$ 9,000.00
Administrative	Salary	AD of Finance	\$ 6,000.00
Services	Salary	Billing Coordinator	\$ 9,000.00
Administrative	Salary	Bookkeeper	\$ 3,000.00
Services	Salary	Regional Services Director	\$ 34,700.00
Administrative	Salary	President	\$ 30,500.00
Services	Salary	Service Provider Approval	\$ 5,000.00
Services	Salary	Toll Free Counselor	\$ 5,000.00
Administrative	Salary	VP of Administration	\$ 6,100.00
Services	Salary	VP of Operations	\$ 25,290.00
<b>Subtotal</b>			<b>\$ 133,590.00</b>
Administrative	Fringe	Employee Group Ins	\$ 7,000.00
Services	Fringe	Employee Group Ins	\$ 11,000.00
Administrative	Fringe	Payroll Taxes	\$ 4,400.00
Services	Fringe	Payroll Taxes	\$ 6,200.00
Administrative	Fringe	Pension	\$ 2,220.00
Services	Fringe	Pension	\$ 1,200.00
Administrative	Fringe	Workers' Comp	\$ 200.00
Services	Fringe	Workers' Comp	\$ 335.00
<b>Subtotal</b>			<b>\$ 32,555.00</b>
Administrative	Travel	Travel between IN, MI, PA	\$ 1,000.00
Services	Travel	Travel between IN, MI, PA	\$ 6,775.00
<b>Subtotal</b>			<b>\$ 7,775.00</b>
Administrative	Supplies	Office Supply Expense	\$ 24,880.00
Administrative	Supplies	Computer Resources/Upgrades	\$ 20,000.00
Services	Supplies	Client Education Materials	\$ 30,000.00
Services	Supplies	Pregnancy Test Kits	\$ 7,500.00
<b>Subtotal</b>			<b>\$ 82,380.00</b>
Administrative	Contracts	Accounting/IT/Legal consulting	\$ 6,875.00
Administrative	Contracts	Auditing	\$ 1,935.00
Administrative	Contracts	Copier Service Contracts	\$ 300.00
Services	Contracts	Client Service Providers	\$ 600,000.00
Services	Contracts	Services Advertising	\$ 70,000.00
Services	Contracts	Services Database Consulting	\$ 15,000.00
<b>Subtotal</b>			<b>\$ 694,110.00</b>
Administrative	Other	Professional Development	\$ 1,000.00
Administrative	Other	Job advertising	\$ 200.00
Administrative	Other	New employee screening	\$ 100.00
Administrative	Other	Postage/Shipping	\$ 1,000.00
Administrative	Other	Rent	\$ 20,250.00
Administrative	Other	Telephone Service	\$ 2,715.00
Administrative	Other	General Business Liability Ins	\$ 575.00
Administrative	Other	Insurance - Directors & Officers	\$ 750.00
Services	Other	Toll Free Referral System	\$ 3,000.00
Services	Other	Contract Clostout Cost	\$ 20,000.00
<b>Subtotal</b>			<b>\$ 49,590.00</b>
<b>Administrative</b>			<b>\$ 150,000.00</b>
<b>Services</b>			<b>\$ 850,000.00</b>
<b>Total</b>			<b>\$ 1,000,000.00</b>

Expenditures for each budget category may tolerate variance from the budgeted amount by up to 10% of the TOTAL budget amount before a budget amendment is required. This variance does not indicate that grantee may spend more than its total budget (funds available) or have expenditures that are not allowable under the agreement.

**Attachment C**  
**CFDA Title: Temporary Assistance for Needy Families**  
**EDS # A70-5-041137**

**Federal Agency: U.S. Department of Health and Human Services**

**CFDA Number: 93.558**

**Document ID Number: EDS #F1-12-49-12-1P-1181 (MOU with FSSA)**

**Award Name: Temporary Assistance for Needy Families**

**Award Year: FFY2015**

**1. Incorporation**

This award is based on the application, as approved, by the Indiana State Department of Health (ISDH) submitted to the Department of Health and Human Services relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority as provided by Social Security Act, Title IV, Part A, 42 U.S.C. 601 et seq. IC 12-13 and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.
- c. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <ftp://ftp.hrsa.gov/grants/hhsgrantspolicystatement.pdf>.)

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

**2. Anti-kickback Statute**

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

**3. Victims of Trafficking and Violence Protection Act**

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

**4. Accessibility of Services**

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

**5. Federal Information Security Management Act (FISMA):**



**Attachment C**  
**CFDA Title: Temporary Assistance for Needy Families**  
**EDS # A70-5-041137**

The Contractor or Grantee must protect all information systems, electronic or hard copy which contain federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

**6. Registration Requirements**

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at [www.sam.gov](http://www.sam.gov). The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR 25.110. Additionally, the entity must review and update the information at least annually after the initial registration

**7. Non-Delinquency on Federal Debt**

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

**8. Federal Funds Disclosure Requirements:**

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

*This publication (journal article, etc.) was supported by the Temporary Assistance for Needy Families Grant from Health and Human Services Agency. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Health and Human Services Agency.*

**9. Equipment and Products:**

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 45 CFR 92 defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92.

**10. Federal Funding Accountability and Transparency Act (FFATA):**

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct

**Attachment C**  
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information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

**11. Federal Lobbying Requirements:**

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the ISDH Office of Grants and Contracts.



**INDIANA PREGNANCY AND PARENTING SUPPORT SERVICES PROGRAM  
FISCAL YEAR 2014 / 2015**

**Real Alternatives  
Program Description and Work Plan**

**INTRODUCTION**

Real Alternatives is a national, private, tax-exempt, non-profit corporation pursuant to Section 501(c) (3) of the Internal Revenue Code. Using its proprietary "Real Alternatives Program and Instructional Design" (RAPID)<sup>1</sup> system, Real Alternatives has administered the successful and nationally-recognized Alternative to Abortion Services Program as the prime contractor for the Commonwealth of Pennsylvania since July 1, 1997.

The government funding received by Real Alternatives from state governments enables Real Alternatives to provide free, caring, confidential and comprehensive pregnancy support, parenting and adoption education services that encourage a decision of childbirth instead of abortion, to women and their families who are experiencing unexpected pregnancies. Those critical and extremely beneficial services are directly provided through a network of vendor service providers comprised of social service agencies, pregnancy support centers, maternity homes and adoption agencies.

**Corporate Mission Statement**

Real Alternatives exists to provide life-affirming alternative to abortion services throughout the nation. These compassionate support services empower women to protect their reproductive health, avoid crisis pregnancies, choose childbirth rather than abortion, receive adoption education, and improve parenting skills.

**CORPORATE BACKGROUND AND EXPERIENCE**

Real Alternatives has been the prime contractor for the Commonwealth of Pennsylvania's alternative to abortion services program for the last fifteen years. During that time, over 232,000 women throughout the Commonwealth have been served. Real Alternatives receives the Alternative to Abortion Services grant from the Commonwealth of Pennsylvania Department of Public Welfare to provide comprehensive pregnancy, parenting and adoption support services to pregnant women who are experiencing an unexpected pregnancy, so they choose childbirth rather than abortion. This is accomplished through a vendor network of approximately 100 social service agencies, pregnancy centers, maternity homes and adoption agencies. Always striving to deliver quality, cost effective services to women, Real Alternatives was recognized by the Central Pennsylvania Business Journal in 2002 and again in 2004 for its technological innovation and cost savings by being selected as a finalist for the Annual Nonprofit Innovation Award. In 2004, Real Alternatives was also one of the first four nonprofits to be awarded the prestigious Pennsylvania Association of Nonprofit Organizations (PANO) Seal of Excellence for meeting the 56 Standards of Excellence criteria for nonprofits. In 2007 and again in 2013, Real Alternatives earned recertification for the PANO Seal of Excellence. Real Alternatives recognizes that a government program is only as good as its last audit. Using the RAPID system has lead to 16 straight perfect CPA audits for Real Alternatives.

Real Alternatives is governed by a Board of Directors and a set of bylaws. The registered office of the Corporation is 7810 Allentown Boulevard, Suite 304, Harrisburg, Pennsylvania 17112, telephone: 717-541-1112, fax: 717-541-9713. Federal ID Number is 23-2868660. The business and affairs of Real Alternatives are managed by its Board of Directors. The board hired and sets the duties of the President & CEO, and he is empowered by the Corporation to carry out the policies of the Corporation, throughout all endeavors on behalf of Real Alternatives. The President & CEO, Kevin I. Bagatta, Esquire, is the point of contact for questions regarding this grant agreement. Except as otherwise required by Pennsylvania corporate law or other law, the entire control of the Corporation (its management, affairs, and property) is vested in the Board of Directors of the Corporation.



### **Real Alternatives Staff Administration**

Real Alternatives is a national nonprofit corporation with two divisions: one that supports the \$6.9 million a year PA Alternative to Abortion Services Program, and the second that supports national expansion of government-funded alternative to abortion programs.

The executive management team for the Real Alternatives consists of a full-time President & CEO, a full-time Vice President of Operations, a full-time Vice President of Administration, and a full-time Assistant Director of Finance. Additional personnel include a part-time Accountant, part-time Bookkeeper, a part-time Billing Coordinator, a part-time Special Projects Coordinator, a part-time Evaluation Manager, a part-time Community Outreach Coordinator, and a near full-time Hot-line Counselor.

### **PROGRAM WORK PLAN**

Real Alternatives, through a network of pro-life pregnancy support centers, maternity homes, adoption agencies, and social service agencies (vendor service providers), plans to reach out to each woman, no matter what her background or circumstances, and without fee. Compassionate, trained counselors will assess each woman's situation and assist her in developing a positive life-affirming approach to her pregnancy. Assistance during and after the parenting and adoption decision involves counseling, education, material assistance, and referrals. By empowering women in an unexpected pregnancy with this assistance, they no longer feel compelled to choose abortion out of a sense of being alone, helpless, and hopeless. The outcome goals of this pregnancy and parenting support program will be that women facing crisis/unexpected pregnancies in the state of Indiana will be aware of this comprehensive program, they will receive support, will have improved parenting skills, and will receive adoption education. Such outcome goals will empower them to choose childbirth rather than abortion. This program in turn will have a lowering impact on the Indiana Abortion Choice Percentage (see exhibit 1 in the appendices), and be a factor in reducing medical costs<sup>2</sup>, improving women's health<sup>3</sup>, and obtaining overall long-term savings for the taxpayers of Indiana.

### **Program Design**

Real Alternatives will utilize the RAPID system to administer this regional program. Real Alternatives, which holds all right, title, and interest to the RAPID system, has proven success in Pennsylvania as a good steward of government financial resources to meet Pennsylvania's desire to assist women to seek an alternative to abortion. Real Alternatives, as the prime contractor, will provide regional program operations services including program administration and centralized client outreach.

The following is the overall design of the RAPID system, already working in Pennsylvania, along with the description of tasks that will be taken by Real Alternatives in Indiana for program deployment and ongoing operation. (This explanation is visually portrayed at Exhibit 3 in the appendices.) Real Alternatives plans to subcontract with vendor service providers to perform program operational services, primarily involving counseling and support services to clients. Those potential vendor service providers include pregnancy support centers, maternity homes, adoption agencies, and social service agencies that provides life-affirming alternative to abortion services presently throughout Northern Indiana (approximate geographical area North of the Indianapolis). Real Alternatives will contact them immediately upon execution of the IN DOH contract advising them of Real Alternatives' plan to contract with those who meet Real Alternatives' vendor standards to perform services under the Indiana Department of Health grant.

First, the potential vendor service providers are screened for eligibility and are then approved as program service providers. Next, their counselors who will be providing the services are trained on program requirements, eligible services and restrictions in delivery of those counseling services.

Once counselors in the field are certified, they submit information online each time they provide approved services to program eligible clients. This information includes demographic information, topics discussed in the counseling session, counseling and referral time, and billing information, along with a required certification by the counselor of the validity of what is being submitted for reimbursement. This online information is submitted daily and processed by Real Alternatives. Real Alternatives gathers the regional data and converts it for use in the financial accounting system and performance reporting system.



While the vendor service providers' counselors are providing services to clients, Real Alternatives staff will implement the RAPID Client Education Materials Purchase during the first year of the grant. Again, the state of Indiana will be able to save development time and money by using material which has already been reviewed for currency and accuracy under the RAPID system. Vendor relationships already established by Real Alternatives will be able to be used resulting in appropriate mass quantity discounts. Real Alternatives, with fifteen years of experience serving a diverse population of women in crisis pregnancies in the sixth largest state in the US, will develop special education and information materials tailored for the Indiana program.

Many women choose not to abort once they are aware there is someone available to assist them during their parenting or adoption decision. Advertising is imperative to inform women that there are people and this program in the state of Indiana to help them. Once a large number of vendor service providers are approved, the RAPID marketing system will be used to conduct a targeted social media campaign of the RAPID 1-888-LIFE-AID hotline patch system. (See below).

Real Alternatives will use the media ads developed and tested over the years in the Pennsylvania program that have been specifically tailored to reach women in a crisis/unexpected pregnancy who are unsure whether to abort or not. Using the methods perfected over the years in Pennsylvania, media buying will be accomplished by Real Alternatives.

The RAPID LIFE-AID hotline patch system provides a trained, bilingual, crisis intervention telephone counselor to provide brief initial counseling and determine where the caller is calling from. The caller is then patched to a counselor at an approved vendor service provider nearest to her. For those clients searching the internet, referrals are made from the existing bilingual Real Alternatives website, [www.RealAlternatives.org](http://www.RealAlternatives.org), which will be adapted for use by Indiana citizens. That website will be available immediately once vendor service providers are signed, agree to contract terms, and have been trained by Real Alternatives. To ensure program compliance, only approved vendor service providers who meet program requirements and have contractually agreed to them with Real Alternatives will be listed in these referral sources.

The telephone number 1-888-LIFE-AID, is a national toll-free number owned by Real Alternatives. In order to save costs, the LIFE-AID number is the entry point for the entire Indiana Pregnancy and Parenting Support Services Program. As such, all media, brochures, television, and future radio ads will advertise it. During fiscal year 2014/15 the advertisement budget is high so that Real Alternatives may inform the women of Indiana of the program's existence. As new clients are referred to vendor service providers, increased reimbursement follows the increase in services. As services and reimbursement increases, reinvestment by the vendor service providers in staff and centers builds more capacity for them to serve more clients.

In the area of vendor service provider reimbursement, service providers are reimbursed as vendors for the core and support services rendered to women on a "fee-for-service" type of arrangement. The minimum rates for reimbursement are \$1.09 per minute for counseling time and referral time; \$21.80 per class per client; \$10.90 per client self-administered pregnancy test kit, \$10.90 per food, clothing, and/or furniture pantry visits not to exceed four visits per pantry type; and, \$5.45 per online client data collection form when funding levels permit. This performance driven reimbursement system rewards vendor service providers who take their program reimbursement and reinvest in their services by opening more centers and hiring more counselors to serve more women in need. By serving more women, these centers receive more reimbursement. No money is "given" to the vendor service providers – they earn it. By using the prime contractor model, vendor service providers do what they do best, one-on-one counseling and mentoring instead of government contracting, and the prime contractor does what it does best, government program administration and client outreach.

This approach results in the Indiana Pregnancy and Parenting Support Services Program maximizing focus and performance for the prime contractor and vendor service providers.

One confidential form is required for the billing system. The client fills out the form containing personal and demographic information and signs it to confirm a person was served that day of service. The form the client fills out allows each client to have the ability to register a complaint or comment at each visit throughout the state using the same method that has been successfully used in the Pennsylvania program for 17 years. Each form will have a telephone number that clients can call to register a complaint about any services



provided to them at the vendor service provider level to Real Alternatives. Complaint calls are followed up by Executive Staff.

Real Alternatives will use the RAPID Online Data Collection, Billing, and Reporting Systems software to receive monthly billing from the service providers; process the demographic, billing, and performance data; and submit the services bill to the DOH for reimbursement along with administrative and outreach costs. Once reimbursement occurs from DOH then Real Alternatives will reimburse the vendor service providers.

Real Alternatives will provide the following program coordination services: seek out, approve and sign contracts with qualified vendor service providers to deliver core services to clients; train approved vendor service providers in program requirements; ensure that only program trained and approved counselors submit for reimbursement under the program; conduct annual on-site and remote monitoring of the vendor service providers using to ensure subcontract and program compliance; conduct annual regional education material purchase for clients; provide to DOH monthly financial reports of expenses and reimbursement requests for the next quarter's services; provide quarterly reports of statewide vendor service provider performance to DOH including clients served and total visits by age and by county, as well as hotline referrals and patches by age and by county.

### **Service Provider Selection Process**

Providing pregnancy support that promotes childbirth and alternatives to abortion requires experienced individuals taking the time to listen to the concerns of the women in crisis and supporting them. The quality of the vendor services provided to these women is of utmost importance to Real Alternatives. This dedication to the quality of service is reflected in the RAPID Service Provider Selection Process. Once a potential vendor service provider expresses interest in becoming a vendor service provider for the program after being contacted by Real Alternatives, the potential vendor service provider is asked if they meet the minimum requirements for the program. The minimum criteria required for potential vendor service providers is that they:

- ♦ are a 501(c) 3 tax exempt organization
- ♦ operate an alternative to abortion program that has a stated policy of actively promoting childbirth instead of abortion
- ♦ maintain a pro-life mission and agree not to promote abortions, refer women for abortions, or counsel women to have an abortion as an option to a crisis pregnancy
- ♦ be physically and financially separate from any entity that advocates for abortion, performs abortions, counsels women to have abortions, or refers women for abortion
- ♦ provide core services consisting of information and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting
- ♦ understand that the funding for alternative to abortion services under this program does not include funding for the provision, referral, or advocacy of contraceptive services, drugs, or devices
- ♦ are nondiscriminatory
- ♦ agree not to promote religion during government-funded contract services
- ♦ have been in operation a minimum of one year providing core alternative to abortion crisis intervention services to women in a crisis/unexpected pregnancy
- ♦ serve low-income clients
- ♦ do not charge a fee for program services to eligible clients
- ♦ provide a physical site that is handicapped accessible, or that they have the capability to make special provisions to provide program services to persons with disabilities.

Based upon their response to the minimum requirements evaluation, a potential vendor service provider is required to submit a binder of backup documents for review by Real Alternatives. Such documents include at a minimum:

- ♦ proof of IRC 501 (c) 3 tax-exempt status with federal tax number
- ♦ a copy of the Corporate Articles of Incorporation and Amendments filed with the Secretary of State
- ♦ a copy of the Bylaws of the Corporation
- ♦ policy and procedures manual that include a confidentiality policy
- ♦ board of directors or equivalent governing body
- ♦ counseling training materials



- ♦ proof of general liability insurance for sites where services are rendered, as well as automobile and workers compensation insurance.

All material will be reviewed and if the program criteria are met, a visual inspection of the site is arranged and observed. Upon completion of the visual site inspection, a written evaluation is completed along with the Evaluator's recommendation. The Vice President of Operations then reviews all documents and makes a recommendation to the President & CEO. If the President & CEO approves the potential vendor service provider, then DOH will be informed. An agreement will be offered to the new potential vendor service provider.

Real Alternatives estimates it will contract with between 15- 20 pro-life vendor service provider sites located in the Northern Indiana region to serve women in need during fiscal year 2014-2015.

### **Service Provider Training and Monitoring**

Upon successful completion of the approval process, the vendor service provider's personnel and volunteers are trained on program compliance. Real Alternatives will accelerate the training through the use of the RAPID Training Process. Thereafter, vendor service providers are retrained every year on program requirements and compliance. In addition to annual training, each vendor service provider receives on-site and/or remote monitoring for program compliance annually. Monitoring reports on the vendor service provider's physical site, program compliance, and corporate changes will be prepared by Real Alternatives' staff, annotating deficiencies and corrective actions taken. The site monitoring reports will appear in the quarterly reports to DOH.

Quality assurance of services is accomplished by Real Alternatives in multiple ways:

1. initially by the vendor service provider screening process and approval process, then
2. by the training process accomplished by Real Alternatives at counselor training, then
3. by having each counselor sign a certification statement of understanding of important program rules before the forms submitted by them are reimbursed in the system, and
4. finally by monitoring each vendor service provider for programming contract compliance once a year starting in 2015.

Those vendor service providers with multiple sites will have two or more site monitorings performed by Real Alternatives.

### **Vendor Service Provider Monitoring**

Vendor Service Provider monitoring encompasses three parts. During the Corporate Administration and Program Profile Review, the following is reviewed:

- Review of policy and procedure manuals and documentation of Board of Directors approval (manuals include: Non-Discrimination Policy, Confidentiality Policy, Sexual Harassment Policy, Spiritual Issues Policy, Abortion/contraception Policy, internal client grievance procedures, Limited English Proficiency Policy, Adoption Policy);
- Review of counselor training plan, counseling skills training, training materials, assessment and ongoing training;
- Review of corporate documents (Mission statement, board of directors listing, articles of incorporation, by-Laws, non-profit status);
- Review of program operations (including, Client intake form, Client services, primary client referral sources, provider referral resource list, pregnancy test requirements, client educational materials, and staff/volunteer training procedures)

During the Facility Inspection, the following is reviewed:

- Inspection of facility including: waiting area, counseling areas lavatories, fire safety procedures and equipment,

- review of literature, review of current counselor child abuse clearance, handicap accessibility, confidential handling of client files, review of service site website and/or yellow page ads.

During the Reimbursement Compliance Review, the following is reviewed:

- Review of randomly selected client files for accuracy of billing.

### **Charitable Choice Act – Faith-Based Organization Policy**

Real Alternatives proposes to implement the present RAPID faith-based policy currently being used in Pennsylvania. A faith-based service provider which includes among its activities worship, religious instruction, proselytization or other inherently religious programs cannot be funded for those activities under the Indiana Pregnancy and Parenting Support Services Program. Reimbursement is prohibited for worship services, bible study, prayer meetings, prayer with a client during the program visit, or any form of proselytization, i.e., to recruit members for religious conversion.

If a vendor service provider does engage in such activities with a client in the pregnancy and parenting support program, those activities must occur separately, in time or location, from services provided pursuant to the contract with Real Alternatives. By the way of example of what may constitute separateness in place, if a vendor service provider occupies a building with a single entrance and provides counseling in one of its rooms, it may, with a signed request from a client, immediately after program counseling, engage in spiritual or religious activity with the client in a separate room in the building, with a different spiritual or religious counselor – a person other than the one who provided service under the contract.

An example of separation in time would permit a different spiritual counselor to meet with a client, if the client signs a request, after the counselor providing client services under the Indiana Pregnancy and Parenting Support Services Program, leaves the room.

Participation in religious/spiritual activities by a client must be voluntary, and the client must understand that refusal to participate in religious activities will not disqualify her from receiving services under the program. An approved request form must be provided to the client before any such religious activity occurs to assure that voluntary, informed consent is provided by the client.

A vendor service provider under the contract may retain religious terms in its organization name, select its board members on a religious basis and include religious references in its organization's mission statements and other governing documents. It cannot, however, include any religious activity or program with client services and must certify to Real Alternatives that it complies with its contract requirements.

### **Client Services**

The primary purpose of the Indiana Pregnancy and Parenting Support Services Program is to provide core services consisting of information, education, and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting. The program also provides support services including client self-administered pregnancy test kits, baby food, maternity and baby clothing and baby furniture, information and education, and referrals for other services for the needs of the women and newborn. The information and education provided under support services includes topics regarding infant care, adoption, or parenting.

The enabling legislation for the Indiana Pregnancy and Parenting Support Services Program states the program must promote childbirth and alternatives to abortion. Vendor service providers are to provide free counseling, support, and referral services to eligible women during pregnancy, and through 12 months after birth. As appropriate, the goals for client outcomes shall include an increase in client support, an increase in childbirth choice, an increase in adoption knowledge, an improvement in parenting skills, and improved reproductive health through abstinence education.

Real Alternatives, through the vendor service providers, will offer a comprehensive umbrella of core and support services that provide women direct support during and after the crisis/unexpected pregnancy.

For those in a crisis/unexpected pregnancy, core services are delivered by providing direct counseling



support during the parenting and adoption decision. Services include:

- ♦ crisis intervention counseling and case management in a non-judgmental atmosphere
- ♦ education on fetal development and the health and nutritional needs of pregnant women, including books, videos, brochures, and fetal models
- ♦ abortion information - what it is, what it does, and negative outcomes associated with it
- ♦ pre- and post-natal education; pregnancy and certified childbirth classes
- ♦ access to information on medical care, hospital clinics, doctors, health care facilities, and other professional services; assistance with identifying drug and alcohol programs, if needed
- ♦ adoption service information
- ♦ life-skill training for parenting and nutritional needs
- ♦ availability of other community social services
- ♦ tangible aid in the form of maternity clothes
- ♦ other programs for the physical and emotional needs of women experiencing the stress of a crisis/unexpected pregnancy

For women who have given birth, support services are delivered by providing direct parenting or adoption support because of their decision not to abort. These services take the form of:

- ♦ parenting counseling and classes
- ♦ education referrals for upgrading skills or obtaining a GED
- ♦ child care referrals
- ♦ mentoring
- ♦ information on Women Infants and Children (WIC) programs
- ♦ job service and vocational training opportunities availability
- ♦ tangible aid in the form of baby and infant items and other needed supplies

For those who come to our Service Providers thinking they may be experiencing a crisis/unexpected pregnancy but are unsure, client self-administered pregnancy test kits are always available. For those in this category who are found to be not pregnant, services include:

- ♦ information on the risks of sexually transmitted diseases
- ♦ relationship counseling
- ♦ decision making education
- ♦ chastity classes
- ♦ teen pregnancy prevention programs
- ♦ other counseling offered to modify risk-taking behavior.<sup>4</sup>

This umbrella of services allows Real Alternatives to provide direct support services so women do not feel the need to have an abortion now or in the future, as well as provide programs that work to prevent the circumstances that might lead to the perceived need for an abortion in the first place. With the ability to provide a wide range of readily available nearby services to Indiana women, they are empowered to make more informed choices concerning their child, as well as begin to plan for a future that will include independence and self-sufficiency. The consistent provision of these services over a significant period of time provides a better opportunity for counselors to help women who desire to change their status from a dependent mother to an independent mother.

### **Temporary Assistance for Needy Families ("TANF") Purposes**

The Indiana Pregnancy and Parenting Support Services Program serves pregnant women, women who think they may be pregnant, and women who are parents of children under 12 months old. The program primarily provides information and counseling that promotes childbirth instead of abortion and assists pregnant women in their decision regarding adoption or parenting. Other support includes the provision of self-administered pregnancy kits, baby food, maternity and baby clothing and baby furniture, as well as information and education, and referrals for other services for the needs of the women and newborn. The information and education provided includes topics regarding prenatal care, childbirth, adoption, parenting and the use of abstinence to avoid unplanned and out-of-wedlock pregnancies. All of these program services are provided free to women from the moment they are pregnant through 12 months after the birth of their child.

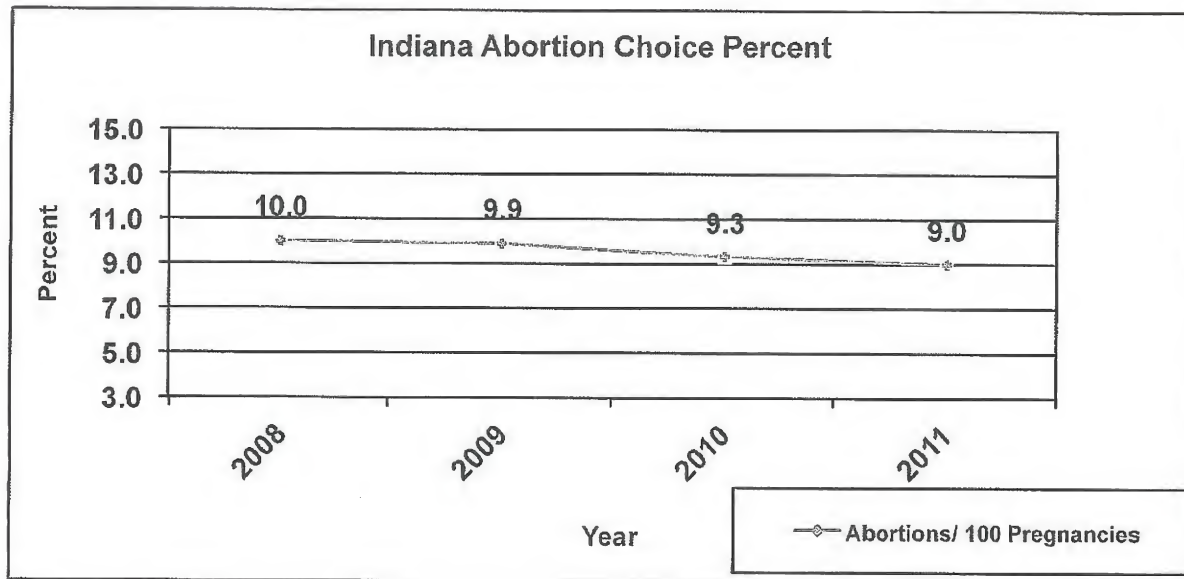


ATTACHMENT D

Based on the clients served and described above, the goals of the Indiana Pregnancy and Parenting Support Services Program coincides with TANF Goal 1, providing assistance to needy families so that children may be cared for in their own homes or in the homes of relatives, and TANF Goal 3, preventing and reducing the incidence of out-of-wedlock pregnancies. Clients, however, will also receive service that coincides with TANF Goal 2, ending the dependence of needy parents on government benefits by promoting job preparation, work, and marriage, and TANF Goal 4, encouraging the formation and maintenance of two-parent families.

## APPENDICES

## Exhibit 1



"The Indiana Abortion Choice Percentage" is calculated by taking the Total IN Resident Abortions and dividing that number by the sum of the Total IN Resident Abortions and Total IN Resident Live Births. All figures used to track this outcome are obtained from the *Indiana Health Statistics*, the Indiana State Department of Health website. The Abortion Choice Percentage represents the percentage of women who chose to undergo abortions out of the total population of women who could. General program impact can be measured because pregnant women who receive support and encouragement through alternative to abortion services are empowered to choose childbirth rather than abortion.

**Exhibit 2: END NOTES**

<sup>1</sup> The RAPID system includes the following copyrighted, trade secret, and proprietary information and material which belongs to and shall remain the exclusive property of Real Alternatives: all software, documents, checklists, staff training materials, service provider user guides, billing systems, and program management tools used to administer a regional Indiana Pregnancy and Parenting Support Program. The RAPID system is not a deliverable under the Scope of Work of this grant agreement.

<sup>2</sup> Often when faced with a crisis pregnancy, women delay prenatal care resulting in low birth weight babies that increases health care cost and high infant mortality rates. National Prevention Council, *National Prevention Strategy*, Washington, DC:

U.S. Department of Health and Human Services, Office of the Surgeon General, 2011

A prior first trimester induced abortion has been found to be an irreversible risk factor associated with preterm birth. *Immutable Medical Risk Factors Associated with Preterm Birth*. Preterm Birth: Causes, Consequences, and Prevention. Institute of Medicine, 2007, pp. 625.

In addition, for every \$1.00 spent on prenatal care, approximately \$3.38 to \$11.00 could be saved in Neonatal Intensive Care Unit costs. "Preventing Low Birth Weight Summary", *Committee to Study the Prevention of Low Birth Weight, Division of Health Promotion and Disease, the Pennsylvania Department of Health*. The United States currently spends just \$1 to prevent sexually transmitted diseases for every \$43 spent treating the 12 million cases diagnosed each year... teenagers suffer a staggering 3 million cases a year. "STDs are Labeled Hidden Epidemic", *The Harrisburg Patriot*, Nov. 20, 1996, A5. STDs cost the U.S. health care system \$17 billion every year—and cost individuals even more in immediate and life-long health consequences. *Sexually*



*Transmitted Disease Surveillance Report 2010, Centers for Disease Control and Prevention.*

<sup>3</sup> Lowering abortions can lower the incidence of breast cancer. A Turkish study done between 2000 and 2006 showed induced abortion significantly associated with increased breast cancer. *World Journal of Surgical Oncology* 2009, 7:37 doi:10.1186/1477-7819-7-37 This article is available from: <http://www.wjso.com/content/7/1/37> © 2009 Ozmen et al; licensee BioMed Central Ltd.

In a study of eight European countries, researchers concluded that the increase in breast cancer incidence appears to be best explained by an increase in abortion rates and lower fertility. *The Breast Cancer Epidemic: Modeling and Forecasts Based on Abortion and Other Risk Factors*, Journal of American Physicians and Surgeons, Vol. 12, No. 3, Fall 2007, pp. 72-78.

A study of 1,451 women who developed breast cancer before the age of 40 had a 90 percent increase in the incidence of breast cancer if they aborted their first pregnancy versus those women who delivered their first baby. "An Early Abortion and Breast Cancer Risk Among Women Under Age 40," Howe, H.L., Bzduch, H., Hezfeld, P., *International Journal Epidemiology*, 18:300-304. Additionally, women under age 18 who had an abortion after the eighth week of pregnancy increased their risk of breast cancer by 800 percent. "Risk of Breast Cancer Among Young Women: Relationship to Induced Abortion", *Journal of the National Cancer Institute*, 88:21, November 2, 1994. There is an overall 30 percent risk increase attributable to induced abortion based on meta-analysis of 30 years of studies. Brind, et al. (1997), *J. Epidemiol Community Health* 50:481-496. According to Dr. Angela Lanfranchi, abortion causes breast cancer in about 5% of women who have an abortion. This results in approximately 10,000 cases a year of breast cancer that can be attributed to abortion. After an induced abortion, the female is exposed to very high levels of mitogen and estrogen. This would leave her breast with more places for cancers to start. "The Breast Physiology and the Epidemiology of the Abortion Breast Cancer Link", *Imago Hominis*, 2005, pp. 228-236. The Breast Cancer Prevention Institute claims that the more estrogen a woman is exposed to in her lifetime, the higher her risk for breast cancer. Abortion in women under 18 and over 30 years old carries the greatest risk of getting breast cancer. "The Biologic Cause of the Abortion Breast Cancer Link: The Physiology of the Breast", *Breast Cancer Prevention Institute*, May 2004 (revised). Studies have shown that women who have ever used early formulations of oral contraceptives and who also have a first-degree relative with breast cancer may be at a particularly high risk for breast cancer. Women with a strong family history who have used more recent lower-dosage formulations of oral contraceptives should be advised of the risks regarding oral contraceptive use and breast cancer. "Oral Contraceptives and Breast Cancer: A Note of Caution for High-Risk Women", *The Journal of the American Medical Association*, Vol. 284, No. 14, October 11, 2000, pp. 1-6.

A 2009 study reports that oral contraceptive use contributes to younger women developing breast cancer particularly a type called triple-negative that is aggressive, more difficult to treat and has higher mortality rates. Among women  $\leq 40$  years of age, the risk for breast cancer overall, and the risk of non-triple-negative breast cancer increased with younger age at first use. Dolle, Jessica M. and Daling, Janet R. *Risk Factors for Triple-Negative Breast Cancer in Women Under the Age 45 Years*. *Cancer Epidemiology, Biomarkers & Prevention* 2009; 18(4) April 2009, pp. 1157-1166.

Those who abort a first pregnancy are at a greater risk of subsequent long term clinical depression.... (Summer 2003) "Clinical Depression Linked to Abortion", *British Medical Journal*, 1992, pp. 151-152. Results of a New Zealand study suggest that women who experience distress as a result of having an abortion are more likely to have subsequent mental health problems. *Reactions to abortion and subsequent mental health*, The British Journal of Psychiatry, May 2009, Vol. 195, pp.420-426

<sup>4</sup> Abstinence education meets the two-prong goal of lowering unexpected pregnancies and sexually transmitted diseases. While going through a process of emotional growth in adolescence, teens frequently get involved in risky sexual behaviors that expose them to unexpected pregnancy and sexually transmitted infections. Researchers have found that abstinence-only sex education intervention programs are effective in the prevention of unintended adolescent pregnancies. "Adolescent Pregnancy Prevention: An Abstinence-Centered Randomized Controlled Intervention in a Chilean Public High School", *Journal of Adolescent Health*, 2005, pp. 64-69. Promising programs to improve reproductive health outcomes include those that focus on early childhood investments, that involve teens in school and in outside activities (including youth development in combination with sexuality education and community volunteer learning), and those that send nurses to visit teenage mothers, which reduce their chances of becoming pregnant again. "Preventing Teenage Pregnancy,



Childbearing, and Sexually Transmitted Diseases: What Research Shows", *Child Trends Research Brief*, May 2002, pp. 1-10. True abstinence education programs help young people to develop an understanding of commitment, fidelity, and intimacy that will serve them well as the foundations of healthy marital life in the future. Abstinence education programs have repeatedly been shown to be effective in reducing sexual activity among their participants. "The Effectiveness of Abstinence Education Programs in Reducing Sexual Activity Among Youth", *The Heritage Foundation*, April 8, 2002, pp. 1-12. The Institute for Research and Evaluation conducted more than 100 evaluations of abstinence education interventions in 30 states over the past 15 years and found that well-designed and well-implemented abstinence education programs can reduce teen sexual activity by as much as one-half over a period of one to two years. *Abstinence" or "Comprehensive" Sex Education?* The Institute for Research and Evaluation, 2007.

The Birth Control Pill, Norplant, IUD, diaphragm, cervical cap, sponge, Depo-Provera and spermicides do not protect against STDs. "Preventing STDs," Wills, Judith Levine, *FDA Consumer*, Publication No. (FDA) 94-1210, June 1993. Latex Condoms may reduce but cannot eliminate the risks of contracting STDs. "Sexually Transmitted Diseases", Nestor, Lynn Paige, MSN, and O'Connell, Michelle Brott, BSN, *U.S. Department of Health & Human Services, Public Health Service*. U.S. Food and Drug Administration tests designed to measure the leakage of viral particles through latex condoms reveal significant leakage of HIV-sized particles under some conditions for one-third of the condoms tested. *Sexually Transmitted Diseases*, July - August, 1992, 194, 230-234. A U.S. government study revealed no proof that condoms prevent the transmission of the most common sexually transmitted infections, including gonorrhea, chlamydial infection, trichomoniasis, genital herpes, syphilis, chancroid, and HPV-associated diseases. "Workshop Summary: Scientific Evidence of Condom Effectiveness for Sexually Transmitted Disease (STD) Prevention," *National Institutes of Allergy and Infectious Diseases, National Institutes of Health, Department of Health and Human Services*. July 20, 2001. There's no absolute guarantee that a person won't get a sexually transmitted disease even when using a condom.

<http://www.fda.gov/ForConsumers/byAudience/ForPatientAdvocates/HIVandAIDSactivities/ucm126372.htm> accessed 5/31/12 Page Last Updated: 07/22/2010

A large number of teens and some adults may be engaging in oral sex to prevent pregnancy and sexually transmitted diseases. However, a report from the National Center for Health Statistics (a division of the CDC) cited evidence that HIV, gonorrhea, Chlamydia, chancroid, and syphilis can all be transmitted through oral sex. "Oral Sex is Common Among Teens to Prevent STDs and Pregnancy", *MedPage Today*, September 16, 2005, pp. 1-4. Herpes, gonorrhea, syphilis, hepatitis A, B, and C, and HIV all can be transmitted through oral sex. <http://teens.webmd.com/rm-quiz-safe-sex> accessed 5/31/12 Page last Reviewed by Brunilda Nazario, MD on August 26, 2011.

When compared to teens that are not sexually active, teenage boys and girls who are sexually active are significantly less likely to be happy and more likely to feel depressed. Also, when compared to teens that are not sexually active, teenage boys and girls who are sexually active are significantly more likely to attempt suicide. "Sexually Active Teenagers Are More Likely to be Depressed and to Attempt Suicide", *The Heritage Foundation*, June 2, 2003, pp. 1-8.

Females with a history of casual sex report most depressive symptoms. For females, as the number of sexual partners increase, depressive symptoms increase as well. *No Strings Attached: The Nature of Casual Sex in College Students*, *The Journal of Sex Research*, Vol. 43, No. 3, August 2006, pp. 255-267. STDs are one of the most critical health challenges facing the nation today.

A CDC study estimated that 1 in 4 (26%) young women between the ages of 14-19 years old in the United States are infected with at least one of the most common sexually transmitted diseases. Nationally Representative CDC Study Finds 1 in 4 Teenage Girls Has a Sexually Transmitted Disease, *2008 National STD Prevention Conference*, Press Release, March 11, 2008.

Exhibit 3

